

1 BILL NO. S-87-04-24.

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving the Contract
4 for Res. #441-87, Fairfax Avenue -
5 Buell Drive Storm Sewer, between
6 Weitzel Construction Company, and
the City of Fort Wayne, Indiana,
in connection with the Board of
Public Works and Safety.

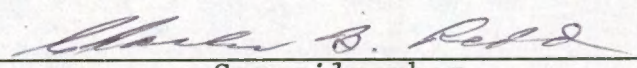
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. #441-87, Fairfax
10 Avenue - Buell Drive Storm Sewer, by and between Weitzel Construc-
11 tion Company, and the City of Fort Wayne, Indiana, in connection
12 with the Board of Public Works and Safety, for:

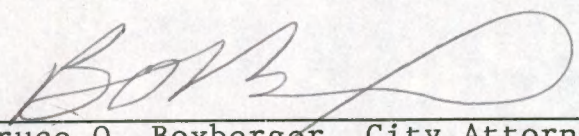
13 improved sewer conditions in Fairfax
14 Avenue - Buell Dr. Area, per the
attached resolution;

15 the Contract price is Two Hundred Eighty-Eight Thousand Two Hundred
16 Twenty-Five and No/100 Dollars (\$288,225.00), all as more particu-
17 larly set forth in said Contract, which is on file in the Office
18 of the Board of Public Works and Safety and, is by reference
19 incorporated herein, made a part hereof, and is hereby in all
20 things ratified, confirmed and approved. Two (2) copies of said
21 Contract are on file with the Office of the City Clerk and made
22 available for public inspection, according to law.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26
27 
Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30
31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Bradbury, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Bradbury, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)
(SPECIAL) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. 184-87
on the 28th day of April, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. Giaquinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of April, 1987,
at the hour of 11:30 o'clock 9 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,
1987, at the hour of 4:00 o'clock 4 .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

HI-77-57-30
2/25/87

SEWER IMPROVEMENT RESOLUTION 441-1987
FAIRFAX AVENUE - BUELL DRIVE STORM SEWER

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that the construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed: across the North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section 23, Township 30 North, Range 12 East, in Allen County, Indiana.

MAIN LINE:

Beginning at an existing manhole located 20± L.F. west of the centerline of South Wayne Avenue and 11± L.F. north of the centerline of Fairfax Avenue; thence north 10± L.F. to structure #1; thence easterly 500± L.F. to structure #2; thence east 215± L.F. to structure #3; thence east 160± L.F. to structure #4; thence north 400± L.F. to structure #5; thence north 350± L.F. to structure #6; thence northerly 135± L.F. to structure #7; thence northerly 140± L.F. to structure #8; thence northerly 120± L.F. to structure #9 and the end of the main line.

Lateral #1:

Beginning at proposed structure #3; thence north 344± L.F. to structure #10; thence north 85± L.F. to an existing catch basin and the end of Lateral #1.

Lateral #2:

Beginning at proposed structure #6; thence east 50± L.F. to structure #11; thence easterly 200± L.F. to structure #12; thence easterly 160± L.F. to structure #13; thence north 290± L.F. to structure #14; thence north 285± L.F. to structure #15 and the end of Lateral #2.

Lateral #3:

Beginning at proposed structure #7; thence west 245± L.F. to structure #16 and the end of Lateral #3.

Lateral #4:

Beginning at an existing catch basin located 30± L.F. north of the centerline of Roxbury Court and 22± L.F. west of the centerline of Fairfield; thence north 178± L.F. to structure #17; thence west 215± L.F. to an existing catch basin and the end of Lateral #4.

Said sewers shall be 12", 15", 21", 27", 30", and 36" in diameter.

The total cost of said storm sewer improvement project shall be paid by funds from the City of Fort Wayne Sewer Utility.

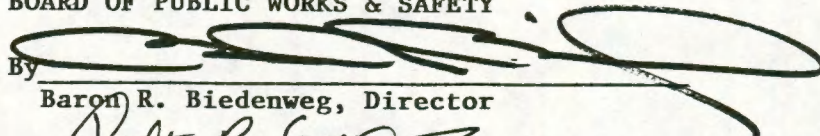
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

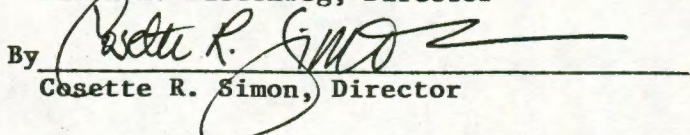
ADOPTED this 25th day of February, 1987.

BOARD OF PUBLIC WORKS & SAFETY

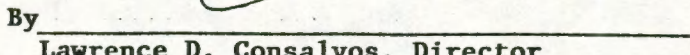
By


Baron R. Biedenweg, Director

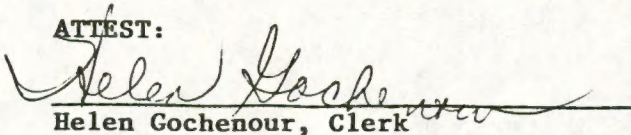
By


Cosette R. Simon, Director

By


Lawrence D. Consalvos, Director

ATTEST:


Helen Cochenour, Clerk

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: FAIRFAX AVENUE-BUELL DRIVE

Contract No. 441-87

CONTENTS

Resolution No. 441-87

Check if Contained	Pages	
X	1	Cover Sheet
XX	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-
X		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	OTHER 0 %
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ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
		3/23/87		3/23/87

BID SUBMITTED

Weitzel Construction Co., Inc.

Contractor

By: Jeffrey B. Weitzel
Its Jeffrey B. Weitzel, President

Offer

Date March 25, 1987

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams

O.C.2/85

B.O.W. Non-Fed. *Notes: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE

Board of Public Works & Safety

Casette R. [Signature]
J.D. [Signature]

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date 4-1-87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|-------------------------|------------------|------------|
| 1. Oatts Trucking, Inc. | Indianapolis, IN | Dump Truck |
| 2. | | |
| 3. | | |

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|-----------------------|-----------|----------------|
| 1. LAKE SIDE CON. CO. | FT. WAYNE | CONC. Pavement |
| 2. | | |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Weitzel Construction Co. Inc. Contractor _____

By Jeffrey B. Weitzel

By _____

Its Jeffrey B. Weitzel, President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor Weitzel Construction Co., Inc

By

Jeffrey B. Weitzel

Its

Jeffrey B. Weitzel, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

FAIRFAX- AVENUE-BUELL DRIVE STORM SEWER
Resolution 441-1987

All work will be performed in accordance with: Resolution #441-87, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 120 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

- ☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 120 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$_____per day for each and everyday after ___ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

DATE 13 March 1987

DATE 13 March 1987

PROJECT NAME: FAIRFAX-BUELL DRIVE STORM SEWERS - Resolution 441-1987

NEW SI/1

[illegible]

SCHEDULE OF ITEMS

DATE 16 March 1987

PROJECT NAME: **Fairfax-Buell Drive Storm Sewer - Resolution 441-1987**

NEW SI/2

[illegible]

SUMMATION OF AA/EEO Statement

Total Construction Cost

4

I will be (circle one):

1. Participating Member of CFW Area Plan

2. Union Contractor

3. Federal Register

4. Percentage Participation Goal Statement %

352,104	00
---------	----

712 2

100

--	--

DATE 16 March 1987

PROJECT NAME: FAIRFAX-BUELL DRIVE STORM SEWERS - Alternate - Resolution 441-1987

[illegible]

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 24 day of March, 1987.

Name of Corporation: Weitzel Construction Co., Inc.

By: *Jeffrey B. Weitzel*
Jeffrey B. Weitzel, President

ATTEST:

John Weitzel

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Weitzel Construction Co., Inc.

Jeffrey B. Weitzel

Jeffrey B. Weitzel, President

Subscribed and sworn to before me by Jeffery B. Weitzel
this 23 day of March, 1987.

My Commission Expires:

9/30/90

Virginia Oglesby
Notary Public
Resident of Marion County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jeffrey B. Weitzel, the President
Position of Weitzel Construction Co., Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of December 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: March 23, 1987

Jeffrey B. Weitzel
Signature Jeffrey B. Weitzel
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 23 day of March, 1987.

Virginia Oglesby
Notary Public
Resident of Marion County

My Commission Expires:

9/30/90

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Weitzel Construction Co., Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

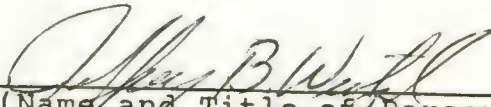
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
Weitzel Construction Co., Inc., that Weitzel Construction Co., Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 23 day of March, 1987.

Weitzel Construction Co., Inc.
(Name of Bidder/Vendor)


(Name and Title of Person Signing)
Jeffrey B. Weitzel, President

American Casualty Company
of Reading, Pennsylvania



Offices/Chicago, Illinois

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Weitzel Construction Co., Inc.,
5859 East 25th Street, Indianapolis, IN 46218

as Principal, hereinafter called the Principal, and **AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA,**
CNA PLAZA, CHICAGO, ILL. 60685

a corporation duly organized under the laws of the COMMONWEALTH OF PENNSYLVANIA as Surety, hereinafter called the Surety,
are held and firmly bound unto

Board of Public Works and Safety, Ft. Wayne, Indiana

as Obligor, hereinafter called the Obligor, in the sum of

FIVE PERCENT OF THE ACCOMPANYING BID - - - - - ~~Five~~ 5% of bid
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Fairfax Buell storm sewer, Resolution #441-87

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of March 19 87

Lakene R. Weitzel
(Witness)

WEITZEL CONSTRUCTION CO., INC.

(Principal)

(Seal)

Jeffrey B. Weitzel
(Title)
PRESIDENT

Judith A. Broeking
(Witness)

AMERICAN CASUALTY CO. OF READING, PA.

(Surety)

(Seal)

J. Thomas Gray
(Title)
ATTY-IN-FACT



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint J. Thomas Gray, Michael J. Gray, Judith A. Broeking, Individually

of Indianapolis, Indiana its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:
Without Limitations

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI — Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 24th day of August, 1977.



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

R. J. Wall
Vice President.

State of Illinois)
County of Cook | ss

On this 24th day of August, 1977, before me personally came

R. J. Wall to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Western Springs, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Virginia Nelson
Notary Public.

CERTIFICATE

My Commission Expires June 18, 1979

I, P. F. Granahan, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 25th day of March, 1987.



P. F. Granahan
Assistant Secretary.

TITLE OF ORDINANCE, Contract for Res. 441-87, Fairfax Avenue-Buell Drive

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 441-87, Fairfax Avenue-Buell Drive is described as per the attached resolution.

Weitzel Construction Company is the Contractor.

J-87-04-24

EFFECT OF PASSAGE Improved sewer conditions in Fairfax Avenue - Buell Dr. Area

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) = \$288,225.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-24

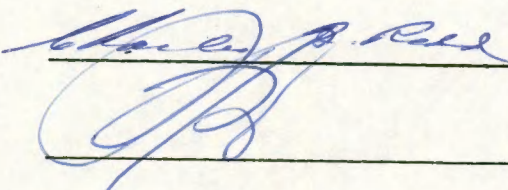
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for
Res. #441-87, Fairfax for Res. #441-87, Fairfax Avenue - Buell Drive
Storm Sewer, between Weitzel Construction Company, and the City of
Fort Wayne, Indiana, in connection with the Board of Public Works
and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

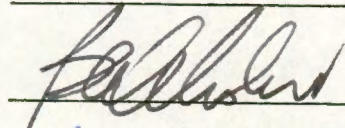
YES

NO


CHARLES B. REDD
CHAIRMAN

PAUL M. BURNS
VICE CHAIRMAN

THOMAS C. HENRY


BEN A. EISBART


SAMUEL J. TALARICO

CONCURRED IN 4-28-87

SANDRA E. KENNEDY
CITY CLERK